

I. General

This Agreement effective on _____, (the “Effective Date”) is between EDS, with offices located at 4905 Waters Edge Drive, Raleigh, NC 27606, acting on behalf of the North Carolina Department of Health and Human Services (NCDHHS) in the role of a Business Associate of the NCDHHS, and the Electronic Data Interchange (EDI) Partner identified in paragraph A) below:

A. Company Name:**1. Address:**

2. Contact Name

3. Contact Telephone Number:

4. Contact Fax Number:

II. Purpose

- A. This Agreement outlines the requirements for the transfer of electronic health care information between the EDI Partner named in paragraph I, A, (above), and EDS.
- B. The EDI Partner is in the business of submitting said electronic transactions on behalf of itself or provider(s).
- C. The exchange of information is for the purpose of allowing providers to conduct electronic transactions through the EDI Partner for health care services provided to beneficiaries of the Division of Medical Assistance (DMA) and/or the Division of Mental Health/Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS). This Agreement provides for the exchange of information between these parties necessary for the processing of such transactions. These transactions must be in accordance with the American National Standards Institute (ANSI) accredited standards and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, CFR 45 Parts 160 and 162, Standards for Electronic Transactions, published in the Federal Register August 17, 2000.
- D. The EDI Partner is prohibited from transferring electronic health care information received from EDS, DMA or DMH/DD/SAS for any purpose not expressly permitted by related to paragraphs II A, B, and C above.

III. Provisions of the Agreement

- A. The EDI Partner agrees to follow the DMA and DMH/DD/SAS billing guidelines as provided to providers for the submission of Health Care Claim transactions.
- B. All Medicaid providers must enter into an “Electronic Claims Submission Agreement” with DMA.
- C. All transactions must be formatted in accordance with the HIPAA Implementation Guides available at <http://www.wpc-edi.com/hipaa>. EDS will provide companion guides for the transactions, which specify certain situational data elements necessary for the DMA and/or the DMH/DD/SAS. HIPAA transactions to be exchanged between EDI Partner and EDS are identified in Appendix A, Transaction Sets.
- D. The EDI Partner must complete testing for each of the transactions it will implement and shall not be allowed to exchange data with EDS in production mode until testing is satisfactorily passed as determined by EDS. Successful testing means the ability to successfully pass HIPAA compliance checking and to process electronic healthcare information transmitted by EDI Partner to EDS. EDS will accept certification from any third-party testing and certification entity that has been identified by the Workgroup for Electronic Data Interchange, Strategic National Implementation Process (WEDI/SNIP) in lieu of an EDI Partner being tested by EDS.
- E. The EDI Partner warrants and represents that it has a legally binding contract between itself and all providers for whom it is submitting data or that the EDI Partner is itself a provider authorized to submit claims and receive health care information for beneficiaries who have coverage for services by the DMA and/or the DMH/DD/SAS. The EDI Partner shall indemnify and hold EDS harmless from any claim, actions, or costs that result from a breach or threatened breach of this warranty and representation.
- F. EDS and the EDI Partner will protect the health care information contained in the exchange of information by means of both physical and electronic security measures.
 - 1. Each entity will control access to its physical locations so that only authorized personnel have access to the information
 - 2. Each entity will utilize passwords in accordance with established procedures so that only authorized personnel have knowledge of those passwords. Upon departure of personnel from employment, the EDI Partner will promptly or immediately notify EDS so that a new password can be established. EDS will establish a similar system for departure of its own employees

3. Each party to this agreement will report to the other any violation of security and/or the release of protected information that is not in accordance with this Agreement.

G. The following technical rules will be used for the transfer of electronic health information between the Parties:

1. The recommended delimiters for the inbound X12 transaction sets will be:
 - a. * Asterisk for data element separation
 - b. ^ Caret for sub-element separation
 - c. ~ Tilde for segment terminator.
2. The delimiters set by EDS for the outbound X12 transaction sets will be:
 - a. * Asterisk for data element separation
 - b. ^ Caret for sub-element separation
 - c. ~ Tilde for segment terminator.
3. The access phone number to EDS for asynchronous communication can be found in Appendix B, EDS Communications and Contact Information
4. The Internet Protocol (IP) address for File Transfer Protocol (FTP) transfer can be found in Appendix B
5. The production sign-on procedures once connected to EDS will be followed according to instructions issued by the EDS Testing Coordinator after completion of successful testing or proof of third-party certification
6. Contact information for testing and troubleshooting is contained in Appendix B.

H. The transfer of electronic health information between the Parties shall occur as follows.

1. The EDI Partner will connect to the EDS system and deliver files into its assigned electronic mailbox
2. EDS will query mailboxes on a recurring, daily, periodic basis and process the transactions as appropriate
3. In response to the EDI Partner delivered message, EDS will deliver to the assigned electronic mailbox the appropriate response based on established processing schedules as outlined in Appendix A
4. The EDI Partner is responsible to check its assigned mailbox for files in accordance with the schedule.

IV. Modification and Termination

- A. Except as otherwise provided herein, this Agreement may be modified or amended only by agreement of the parties, in writing, and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any subsequent default of the same or similar nature.
- B. The Parties agree to modify this Agreement to comply with changes to applicable federal and state regulations.
- C. Modifications to transaction set formats used to exchanged Electronic Health Information between the EDI Partner and EDS will only necessitate an update to Appendix A, and not the entire Agreement.
- D. Either party may terminate this Agreement without cause by providing the other party with 30 days written notice. The Agreement may be terminated immediately upon written notice if:
 - 1. A party fails to adhere to the proscribed and agreed upon formats
 - 2. If it is determined that either Party is not using the exchanged information for the purposes provided for under this Agreement
 - 3. Upon termination of EDS' contract, in whole or part, by NCDHHS.
- E. Binding Effect and Entire Agreement
 - 1. This agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein. Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective successors in interest to the parties
 - 2. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement.
- F. Governing Law: this agreement shall be construed in accordance with and governed by the laws of the state of North Carolina regardless of the forum where it may come up for construction.

V. Confidentiality

- A. Each party agrees that during the term of this agreement and for a period of 3 years thereafter, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of both when:

1. Written information received from the other party which is marked or identified as confidential
 2. Oral or visual information identified as confidential at the time of disclosure, which is summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure ("Confidential Information").
- B. The foregoing shall not prevent either Party from disclosing Confidential Information that belongs to such party or is:
1. Already known by the recipient Party without an obligation of confidentiality other than under this Letter Agreement
 2. Publicly known or becomes publicly known through no unauthorized act of the recipient Party
 3. Rightfully received from a third Party
 4. Independently developed by the recipient party without use of the other party's Confidential Information
 5. Disclosed without similar restrictions to a third party by the Party owning Confidential Information
 6. Approved by the other Party for disclosure
 7. Required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing Party provides the other Party with notice of such requirement prior to any such disclosure. Each Party represents that it has the right to disclose information that it has made and will make available to the other hereunder.

VI. Liability

EDS liability to the EDI Partner for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the sum of 10 thousand dollars (\$10,000). In no event will the measure of damages payable by EDS include, nor will EDS be liable for any amounts for loss of income, profit, or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed. No claim, demand, or cause of action that arose out of an event or events that occurred more than 2 years prior to the filing suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of the paragraph VI will survive the expiration or termination of this Agreement for any reason.

VII. Definitions:

- (a) Business Associate. “Business Associate” shall mean EDS
- (b) Covered Entity. “Covered Entity” shall mean NCDHHS and the EDI.
- (c) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (d) Protected Information. “Protected Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (e) Required to be disclosed. Required to be disclosed shall have the same meaning as the term “required by law” in 45 CFR 164.501.

VIII. Term

The term of this Agreement shall commence on the Effective Date and continue in effect until terminated by either party upon 30 days prior written notice to the other party.

Signing for EDI Partner:

_____	_____
Name	Date

Signing for EDS:

_____	_____
Name	Date

Appendix A, Transaction Sets

As initialed below by both parties, the following transaction sets are made part of the Trading Partner Agreement for health care transactions. All transactions are to be implemented in accordance with the HIPAA implementation guides. EDS will provide companion documents for each of the transactions that the EDI Partner will exchange. As additional transaction sets are implemented each party will complete a new Appendix A indicating the transaction sets that are to be part of this agreement.

Health Care Transaction Sets:

- _____ Retail Drug: NCPDP Telecommunication Claim version 5.1 or equivalent
NCPDP Batch Standard Version 1.1
- _____ Dental Claim: ASC X12N 837 004010X097A1 - Health Care Claim: Dental
- _____ Professional Claim: ASC X12N 837 004010X098A1 - Health Care Claim:
Professional
- _____ Institutional Claim: ASC X12N 837 004010X096A1 - Health Care Claim:
Institutional
- _____ Health Care Payment and Remittance Advice: ASC X12N 835 004010X091A1 -
Health Care Payment/Advice – to be provided in accordance with the published
provider checkwrite schedule. Only paid and denied claims will be reported on
the 835. EDS will report pended claims on an unsolicited 277, version 004040,
Health Care Claim Status transaction. This is not a covered transaction by
HIPAA; therefore, EDS will provide implementation guidelines for this
transaction. This transaction will be created in conjunction with the 835
transaction when there are pended claims for a reporting period.
- _____ Health Claim Status: ASC X12N 276/277 004010X093A1 - Health Care Claim
Status Request – EDS will process batch claim status requests periodically
throughout the day. If responses are not available within two hours of
submitting the request, contact the EDS Electronic Commerce Services (ECS).

- _____ Eligibility for a health plan: ASC X12N 270/271 004010X092A1 - Health Care Eligibility Benefit Inquiry and Response – EDS will process batch eligibility requests periodically throughout the day. If responses are not available within two hours of submitting the request, contact ECS.
- _____ Referral Certification and Authorization: ASC X12N 278 004010X094 - Health Care Services Review - Request for Review and Response – EDS will process these transactions immediately upon receipt.
- _____ Enrollment and Disenrollment in a Health Plan: ASC X12N 834 004010X095A1 - Benefit Enrollment and Maintenance.
- _____ Health Plan Premium Payments: ASC X12N 820 004010X061A1- Payment Order/Remittance Advice.
- _____ Transmission Receipt Verification ASC X12 997 004010 - Functional Acknowledgment – EDS will produce a 997 for all inbound transactions.

Signing for EDI Partner:

Name	Date
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Signing for EDS:

Name	Date
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Appendix B: EDS Communications and Contact Information

Method of Communication:

_____ Asynchronous Communication

The phone number for asynchronous communication is (919) 858-5091.

_____ Secure FTP Communication

The IP address for Secure FTP communication is: claims.ncmedicaid.com

NOTE: Secure FTP communication requires users to use SSH Level 2 client. Although not required, EDS recommends Vandyke's Secure FX or WS_FTP Pro.

EDS Contact Information for EDI Questions and Trouble Shooting:

For testing assistance – 800-688-6696, or 919-851-8888 in the local Raleigh area. then select 1 for Electronic Commerce Services and request the ECS testing coordinator.

For production assistance – 800-688-6696, then select 1 for Electronic Commerce Services.

If in Raleigh local calling area 851 8888, then select 1.